

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF STEVEN CHAMBERS
SWORN BEFORE ME
ON THIS 13th DAY OF DECEMBER, 2012.**

Andres M. Lochhart
A COMMISSIONER FOR TAKING AFFIDAVITS

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE is made December 6, 2012.

B E T W E E N:

TERCON EQUIPMENT LTD., a company governed by the laws
of British Columbia

(the “Vendor”)

- and -

TERCON EQUIPMENT ALASKA PARTNERSHIP, a
partnership governed by the laws of British Columbia

(the “Purchaser”)

WHEREAS:

- A. Pursuant to an Amended and Restated Guarantee granted by the Vendor to and in favour of Dumas Holdings Inc. (the “**Secured Creditor**”) dated August 27, 2010 (as amended, restated, supplemented from time to time, the “**Guarantee**”), the Vendor has guaranteed all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, at any time or from time to time due or accruing due and owing by or otherwise payable by Tercon Investments Ltd. (the “**Borrower**”) to DHI (the “**Obligations**”).
- B. Pursuant to a Security Agreement dated October 1, 2007 granted by the Vendor to and in favour of WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III (“**Wellington**”), as assigned by Wellington to the Secured Creditor pursuant to an Assignment of Debt and Security Agreement between Wellington, the Secured Party, the Vendor and the other parties thereto dated August 27, 2010 (as amended, restated or supplemented from time to time, the “**Security Agreement**”), the Vendor granted a security interest to and in favour of the Secured Party in respect of all of its present and future property and undertaking to secure payment and performance of the Obligations.
- C. Pursuant to a rollover transaction under subsection 97(2) of the *Income Tax Act* (Canada) involving the relocation of certain assets to Alaska (the “**Transaction**”), which was never documented, record-keeping relating to certain of the Vendor’s equipment set out on Schedule “A” hereto (the “**Purchased Assets**”) was transferred onto the books and records of the Purchaser on March 1, 2012 (the “**Effective Date**”).
- D. The Parties desire to document and to give effect to their original intent at the time of the Transaction that the Vendor would sell the Purchased Assets to the Purchaser in exchange for the Purchaser agreeing to assume the Vendor’s obligations under the Guarantee and Security Agreement.

E. Accordingly, the Vendor now desires to sell, convey, assign, transfer and set over unto the Purchaser the Purchased Assets effective as of the Effective Date to give effect to the foregoing and the Purchaser has agreed to purchase, acquire and accept the Purchased Assets from the Vendor on the terms and conditions set out herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Transfer of Purchased Assets:** Subject to the terms and conditions set out herein, the Vendor hereby sells, conveys, assigns, transfers and sets over unto the Purchaser, and the Purchaser hereby purchases, acquires and accepts, on an "as is, where is" basis, all of Vendor's right, title and interest in and to the Purchased Assets effective as of the Effective Date.
2. **Purchase Price:** In consideration for the transfer of the Purchased Assets to the Purchaser pursuant to this Agreement, the Purchaser hereby assumes all such rights and obligations and agrees to be bound by, observe and perform all of the terms and conditions to be observed and performed by the Vendor under each of the Guarantee and Security Agreement as if it were an original signatory thereto (the "**Purchase Price**").
3. **"As Is, Where Is":** The Purchaser hereby acknowledges and agrees as follows: (a) the Purchased Assets are being purchased on an "as is, where is" basis as of the Effective Date; (b) it has conducted or will conduct its own searches and investigations relating to the Purchased Assets; (c) it has conducted such inspections of the Purchased Assets as it deemed appropriate, satisfied itself with respect to the Purchased Assets and all matters connected with or related to the Purchased Assets, and has relied entirely upon its own investigations and inspections in entering into this Agreement to acquire the Purchased Assets without regard to any information made available or provided by the Receiver or its officers, directors, employees or agents; (d) it will accept the Purchased Assets in their state, condition and location as at the Effective Date and except as expressly set forth in this Agreement, the Vendor makes no representations, warranties, statements or promises in favour of the Purchaser concerning the Purchased Assets, which the Purchaser acknowledges are being acquired on an "as is, where is" basis, or the uses or applications of the Purchased Assets, whether express or implied, statutory or collateral, arising by operation of law or otherwise, including express or implied warranties of merchantability, fitness for a particular purpose, title, description, quantity, condition or quality, and that any and all conditions and warranties expressed or implied by the *Sale of Goods Act* (Ontario) and any other applicable legislation do not apply to the sale of the Purchased Assets and are hereby waived by the Purchaser. Without limiting the generality of foregoing, the Purchaser acknowledges and accepts that the description of the Purchased Assets and any portion thereof contained in the schedules hereto is for the purpose of identification only; and that no representation, warranty or condition has or will be given by the Receiver or any other party concerning completeness or the accuracy of such descriptions.
4. **Transfer of the Purchased Assets:** The Purchaser shall be solely responsible for and pay any and all of the fees, costs and expenses associated with taking possession of the Purchased Assets, wherever located, including, for greater certainty, any fees, costs and expenses relating to the removal, transportation and shipment thereof.

5. **Taxes:** The Purchaser shall be responsible for and pay all applicable sales and transfer taxes, registration charges and transfer fees, including the goods and services/harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada) and any provincial legislation imposing a similar value added or multi-staged tax, applicable in respect of the purchase and sale of the Purchased Assets under this Agreement.
6. **Binding Effect:** The provisions hereof will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. **Time of the Essence:** Time is of the essence in the performance of the parties' respective obligations hereunder.
8. **Amendment:** No amendment, supplement, modification, waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound.
9. **Assignment:** No party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party hereto.
10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and of the laws of Canada applicable therein, which shall be deemed to be the proper law hereof.
11. **Counterparts:** This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all the counterparts and facsimiles shall together constitute one and the same agreement.
12. **Notice:** Any notice, direction or other communication given pursuant to this Agreement (each a "Notice") must be in writing, sent by personal delivery, courier, facsimile or email and addressed:

(a) To the Vendor:

Tercon Equipment Ltd.
204-166 Oriole Rd
Kamloops, BC V2C 4N7

Attention: Milan Soucek
Facsimile: (250) 372-1555
Email: msoucek@tercon.ca

(b) To the Purchaser:

(i) Tercon Equipment Alaska Partnership
100-2079 Falcon Rd
Kamloops, BC V2C 4J2

Attention: Milan Soucek
Facsimile: (250) 372-1555
Email: msoucek@tercon.ca

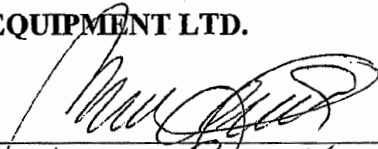
A Notice is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Kamloops, British Columbia ("**Business Day**") and the delivery was made prior to 4:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, or (iii) if transmitted by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (iv) if sent by email, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section 12. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

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IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

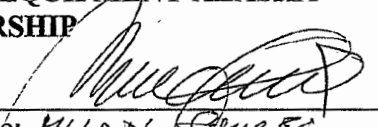
TERCON EQUIPMENT LTD.

By: _____


Name: MILAN SVECEL
Title: DIRECTOR

**TERCON EQUIPMENT ALASKA
PARTNERSHIP**

By: _____


Name: MILAN SVECEL
Title: DIRECTOR OF MANAGING PARTNER

SCHEDULE "A"
PURCHASED ASSETS

Serial Number	DESCRIPTION
03KR01034	Cat D10R S/S Ripper s/n3KR01034
ORJG00226	2001 Cat D10T
RJG01532	Cat D10 - DZ3054R
18C00A00000105	Hitachi EX1900
OB9H00766	Cat 16M - MG5726
1FTSX21528EB98718	2008 Ford F250 4x4 CrewCab
AGC01984	Cat777D Rock Truck
AGC01988	Cat777D Rock Truck
AGC02312	Cat777D Rock Truck
AGC02325	Cat777D Rock Truck
AGC02329	Cat777D Rock Truck
AGC02330	Cat777D Rock Truck
0777FJRP00730	Cat 777F Rock Truck
0777FAJRP00781	Cat 777F Rock Truck
0777FAJRP00957	Cat 777F Rock Truck
0777FEJRP001126	Cat 777F Rock Truck
JRP00356	Cat 777F Rock Truck
JRP00460	Cat 777F Rock Truck
JRP00461	Cat 777F Rock Truck
JRP00462	Cat 777F Rock Truck
JRP00498	Cat 777F Rock Truck
JRP00597	Cat 777F Rock Truck
1FDAF57R38EA58277	2008 Ford F550
1FBNE3BL9BDA43607	Ford Econoline Van
1NKCLR0X01R955486	Kenworth Lube Truck